

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS AND THE LOS ANGELES (“LA”) COUNTY PUBLIC
DEFENDER’S OFFICE REGARDING THE CRIMINAL RECORD PROJECT PROGRAM (CRCP)**

This Memorandum of Understanding (“MOU”) created in 2026 is between the South Bay Cities Council of Governments (“SBCCOG”), a joint powers authority, and the County of Los Angeles, Office of the Public Defender (“Public Defender”), an office within Los Angeles County, (collectively, the “Parties”).

RECITALS

- A. As a regional administrator, the SBCCOG receives homelessness funding, including the November 5, 2024, Measure A half-cent sales tax, approved by Los Angeles County voters, which repealed and replaced Measure H. Measure A provides continuous funding for housing and services to address homelessness.
- B. On March 25, 2025, the Los Angeles County Board of Supervisors adopted the Local Solutions Fund (LSF) funding formula as part of the Measure A requirements, of which 90% is based on a region’s Point-in-Time Homeless Count (2-year average) and 10% on the region’s low-income population percentage. Based on this formula, the SBCCOG is projected to receive \$3,048,204 in its first year (FY25/26). Because the SBCCOG has outperformed most other regions in Los Angeles County in resolving instances of homelessness, the SBCCOG anticipates our region’s LSF funding will decrease over time due to the homeless count component of the funding formula.
- C. In addition, to LSF programming, the SBCCOG will receive funding from the Los Angeles County Affordable Housing Solutions Agency (LACAHS) as an eligible jurisdiction per SB 679. The SBCCOG anticipates roughly \$11 million annually in funding for (1) housing production, preservation, and ownership; (2) renter protection and homeless prevention; and (3) technical assistance. With this programming, the SBCCOG expects to reduce the inflow of households into homelessness and make housing more affordable for vulnerable households.
- D. Due to the modest amount of homeless services funding it receives, the SBCCOG has budgeted the majority of its funds into programs in which all of its member cities can participate, including but not limited to:
 - a. Financial and Rental Assistance (application fees, security deposits, time limited subsidies, and other just-in-time funding)
 - b. SHARE! Housing to Employment (group homes)
 - c. Motel and SRO Bed Leasing
 - d. Housing Specialist (landlord engagement)
- E. In addition to these shared services, the SBCCOG Board of Directors will also approve City-specific program allocations using LSF, LACAHS, and other funding sources (“Funders”)
- F. The goal of this program is to assist individuals who are at risk of experiencing homelessness; resolve eligible criminal, infraction, and administrative matters, along with associated warrants, fines, and fees; and connect to other service providers throughout Los Angeles County that can provide wrap around homeless prevention services
- G. The Parties desire to enter this MOU to set forth and memorialize the obligations of the Parties with respect to program funding allocated solely to the Los Angeles County Public Defender’s Office.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the SBCCOG and the Public Defender hereto agree as follows:

I. TERM:

This MOU shall be effective as of July 1, 2026, and shall remain in full force and effect until June 30, 2031 (“Term”), unless sooner terminated or extended, in whole or in part, as provided in the LACAHS/SBCCOG Contract (Exhibit 1 LACAHS Contract). This MOU is contingent upon SBCCOG receiving funding from its Funders and is subject to review during each funding year of the term. In the event that funding from the Funders is terminated, the termination of this Agreement shall be effective upon notice from SBCCOG pursuant to V.I.E. of this MOU.

The term of this MOU is for one year starting on the Effective Date. The term will automatically renew for successive one-year terms until June 30, 2031, unless either Party provides the other Party with a written notice of non-renewal at least 30 days before the end of the then-current term. Any renewal terms shall be on the same terms and conditions provided herein.

Note, different Scope of Works (“SOW”) in the Exhibits may have different SOW Start Dates. The SOW’s Start Date will govern the commencement of that SOW’s activity and billing. No activity shall be billed prior to the Start Date.

II. PUBLIC DEFENDER’S RESPONSIBILITIES:

- A. The Public Defender shall use the allocated funding in adherence with the Scope of Work attached as Exhibit 2 and any subsequently added or amended Scope of Work.
- B. The Public Defender shall adhere to the budget specified in the attached Exhibit 2.

- C. The Public Defender shall fulfill performance and reporting requirements to SBCCOG in accordance with the SOW detailed in the attached Exhibit 2. Failure to comply with any invoicing and reporting requirements and deadlines may result in forfeiture of reimbursement claims.
- D. The Public Defender hereby warrants, represents, and covenants that it will comply with all applicable local, state, and/or federal guidelines, regulations, requirements, and statutes as required under the laws and/or regulations relating to the source of the Measure A Funds to be transferred by the County/LACAHSA to the SBCCOG, and subsequently to the Public Defender pursuant to this MOU and will not use the Grant Funds for costs associated with activities in violation of any law or for any activity inconsistent with the requirements and purposes set forth in this MOU. Please see the LACAHSA Measure A requirements detailed in the attached Exhibit 1.
- E. The Public Defender shall maintain records related to the program operation and use of Grant Funds for five (5) years following the expiration of this MOU. SBCCOG shall have access to these records upon request.

III. SBCCOG RESPONSIBILITIES:

- A. The SBCCOG will make available to the Public Defender the budget amount specified in Exhibit 2.
- B. The SBCCOG shall monitor the Public Defender's Programs for adherence to Exhibit 2.
- C. The SBCCOG shall provide the Public Defender with a reporting template format for the submission of monthly reports in accordance with Exhibit 2.
- D. The SBCCOG shall maintain records related to the program operation and use of Grant Funds for five (5) years following the expiration of this MOU.

IV. FUTURE PROGRAMS:

- A. The Parties may attach Amendments to this MOU to modify, subtract or add programs, subject to the Parties approval. For any change affecting the scope of work, contract term, contract sum, payments, or any other term or condition included under this MOU, a signed, written amendment to the MOU must be prepared and executed by the parties.

V. THIRD PARTY LIABILITY AND INDEMNIFICATION:

- A. The Parties agree to indemnify, defend, and hold harmless each other, including its elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each entity arising from or related to this MOU. Neither entity shall indemnify the other entity for that other entity's own negligence or willful misconduct.
- B. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Government Code Section 895), each of the entities parties hereto, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent such liability would be imposed in the absence of Section 895.2. To achieve the above stated purpose, each entity indemnifies, defends, and holds harmless each entity for any liability, cost, or expense that may be imposed upon such other entity solely by virtue of Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereof as if incorporated herein.

VI. MISCELLANEOUS:

- A. This MOU shall be binding upon and shall be to the benefit of, the respective successors, heirs, and assigns of each entity; provided, however, neither entity may assign its respective rights or obligations under this MOU without prior written consent of the other entity.
- B. This MOU (including for the purpose of clarity, the recitals, to this MOU), contains the entire agreement between the SBCCOG and the Public Defender with respect to the matters herein, and there are no restrictions, promises, warranties, or undertakings other than those set forth herein and referred to herein.
- C. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the authorized representative from each entity; no oral understanding or agreement not incorporated herein shall be binding on either of the entities.
- D. This MOU is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.
- E. Notices or other communications, which may be required, or provided under the terms of this MOU, shall be given to the individuals identified for each entity. Any notices required to be given under this Agreement by either party to the other may be affected by any of the following means: by electronic correspondence (email), by personal delivery in writing by mail, registered or certified, postage prepaid with return receipt requested. Notices delivered personally will be deemed communicated as of actual receipt by the intended recipient party; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first. Electronic notices are deemed communicated as of actual time and date of receipt by the intended recipient party. Any electronic notices must specify an automated reply function that the email was received.

South Bay Cities Council of Governments:
South Bay Cities Council of Governments
357 Van Ness Way, Suite 110
Torrance, CA 90501
Attn: Jacki Bacharach
Jacki@southbaycities.org

County of Los Angeles, Office of the Public Defender
Clara Shortridge Foltz Criminal Courts Building
210 W. Temple St. 19th Floor | Los Angeles, CA 90012
Phone: (213) 974-3019 (Direct) | (213) 974-2811 (Main)
Attn: Marcus M. Huntley
MHuntley@pubdef.lacounty.gov

- F. **Termination for No Cause** - Either party may terminate this Agreement, with or without cause, provided a written notice of termination is submitted to the other party not less than thirty (30) calendar days prior to the proposed termination date.
- G. The laws of the State of California and applicable local and federal laws, regulations, and guidelines shall govern this MOU. In the event of any legal action to enforce or interpret this MOU, the laws of the State of California shall apply and the Venue shall be Los Angeles County.
- H. Either entity shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to, any incidence of fire or flood; acts of God; commandeering of material, products, plants, or facilities by the federal, state, or local government; national fuel shortage; or a material wrongful act or omission by the other Party; when satisfactory evidence of such cause is presented to the other entity, and provided further that such nonperformance is unforeseeable, beyond the control of, and is not due to, the fault or negligence of the entity not performing.
- I. **Authority and Signatures:** The individuals signing this MOU, and its exhibits, which are incorporated herein by reference, have the authority to commit the entity they represent to the terms of this MOU, and do so commit by signing.

(Signatures on Following Page)

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

By: _____
Bernadette Suarez, SBCCOG Chair

Date: _____

ATTEST:

By: _____
Jacki Bacharach, Executive Director/Board Secretary

Date: _____

APPROVED AS TO FORM:

By: _____
Michael Jenkins, Legal Counsel

COUNTY OF LOS ANGELES, OFFICE OF THE PUBLIC DEFENDER

By: _____
Ricardo D. Garcia
Public Defender

Date: _____

Approved as to Form:
By County Counsel
Dawyn R. Harrison

By: _____
ADAM SEXTON
Deputy County Counsel

Date: _____

EXHIBIT 1: LACAHS CONTRACT

See attached.

EXHIBIT 2: LOS ANGELES COUNTY PUBLIC DEFENDER’S OFFICE SCOPE OF WORK

I. BUDGET AND START DATE

The total annual program budget is \$450,000; of which no more than 6% will go towards Administration. Administrative costs are defined as costs necessary to support program implementation, including meeting supplies, internet/communication services, office supplies, furniture, equipment, and office space rent. The rest of the funding will support the South Bay’s proportionate share of the expungement team staffing which currently consists of (1) Deputy Public Defender III (attorney); (1) Paralegal; and (1) Legal Office Support Assistant, but the actual staffing may be modified. The start date will be July 1, 2026.

II. SCOPE OF WORK

Program Description: Program Description: CRCP staff will make reasonable efforts to help individuals who are at risk of experiencing homelessness; resolve eligible criminal misdemeanor and/or felony convictions.

Please see LACAHSAs Household Eligibility criteria in its Program Guidelines:
https://lakahsa.gov/wp-content/uploads/2025/10/LACAHSAs-Transitional-Guidelines_September-2025.pdf

CRCP will make reasonable efforts to annually serve a minimum of 225 unique participants in the South Bay . A served participant is someone for whom CRCP has filed an expungement and/or sealing petition on the participants’ behalf. Based on prior years’ results, CRCP will have an 80+% target success rate for all petitions filed. CRCP will serve participants through referrals and other channels, including but not limited to the following: (1) by accepting referrals from community-based organizations, social service agencies, and other public or private agencies serving indigent clients and (2) by hosting or attending in-person events throughout the South Bay (minimum of 12 events in the South Bay annually).

Table 1. Detailed Scope of Work

Scope of Work	Expected Tasks
CRCP	<ol style="list-style-type: none"> (1) At each clinic, the team will meet with individuals who have experienced arrests and/or convictions in Los Angeles County. (2) The team will conduct an initial eligibility screening to determine whether the individual qualifies for record-clearing services. <p>Eligibility Requirements:</p> <ol style="list-style-type: none"> (3) The arrest or conviction must have occurred in Los Angeles County. (4) The individual must not have any open criminal cases or outstanding bench warrants. (5) The individual must not currently be on probation or parole. (6) The team cannot provide services for convictions that require registration under Penal Code section 290. (7) If eligibility is confirmed, the client will be asked to sign an authorization form allowing the team to represent them and to request their Department of Justice (DOJ) rap sheet. (8) After the authorization form is signed, an attorney on the team will meet with the client to prepare a declaration (MC-031). The client will review and sign the declaration. (9) The team will submit a request for the client’s DOJ rap sheet. (10) Once the rap sheet is received, an attorney on the team will review the record to identify all cases that may be eligible for relief and determine which petitions should be filed. (11) The petition team will prepare the appropriate petitions and submit them to the relevant Los Angeles County courthouses. (12) An attorney from the team will handle any required court appearances, as well as any necessary refiling or appeals related to the petitions. (13) At the conclusion of the process, the client will receive written notification by mail or email informing them of the outcome of their petitions.

Jurisdiction: The South Bay territories include:

Alondra Park	LA City - Harbor Gateway
Carson	LA City - San Pedro
Del Aire	LA City - Wilmington
El Camino Village	Manhattan Beach
El Segundo	Palos Verdes Estates
Gardena	Rancho Palos Verdes
Hawthorne	Redondo Beach
Hermosa Beach	Rolling Hills
Inglewood	Rolling Hills Est
Lawndale	Torrance
Lennox	West Carson
Lomita	Westmont/West Athens

Map of the South Bay area can be found here:

<https://cdn.southbaycities.org/wp-content/uploads/2021/09/01184208/SBCCOG-Boundaries-Map-1.pdf>

III. INVOICES AND REPORTING

The Public Defender will submit monthly invoices by the 25th of the month immediately following the month performed in accordance with this Exhibit as follows for each fiscal year this MOU is active. If the 25th falls on a weekend, the Public Defender will submit the invoice and monthly report on the Friday before.

Quarterly reports will include metrics that are outlined in Sections (A) Key Performance Indicators and (B) Supplemental Monthly Reporting Metrics.

Reports and invoices from the Public Defender to the SBCCOG must contain the information set forth in this MOU and applicable portions of the County Scope of Work, project description, and budget. Reports and invoices must describe tasks, deliverables, goods, services, work hours, indirect costs, and/or other work for which payment is claimed, but will exclude attorney-client privileged information and attorney work product.

A. Key Performance Indicators (KPIs)

The program will be evaluated on the KPIs as outlined in Table 1 below. The Public Defender will report on these metrics monthly for each fiscal year this MOU is active.

Table 1. *Key Performance Indicators*

Key Performance Indicators	Target Outcome	Timeline
Number of South Bay individuals served	225	Annually
Number of Petitions Filed	225	Annually
Number of Petitions Granted	180+	Annually
Events Attended	12+	Annually

B. Supplemental Monthly Reporting Metrics

Inclusive of the KPIs, the Public Defender shall provide a quarterly report that captures the following information:

- Significant trends or changes in data;
- The number of events attended; List of events and descriptors;
- The number of intakes;
- Deidentified Demographic information. – age, race/ethnicity, Veteran status,;
- Current address (especially city).

Additionally, the SBCCOG adheres to the By-Names-List principle for Functional Zero Street Homelessness. The SBCCOG requires the Public Defender to track and share with the SBCCOG the list of individuals served, including their names, date of birth, and address. This information will be used to track service delivery in the South Bay in order to care coordinate and avoid duplication of services. The Public Defender will provide individuals with the proper release of information form.